

PERFORMANCE WORK STATEMENT (PWS)

53rd Wing Technical Support Services
Task Order No: 4QDA57100010

Date: September 22, 2016

Modification History:

Mod80: De-obligate residual funding from Option Year 4 for task order closeout.

Mod79: De-obligate residual funding from Option Year 3, Extension 1, and Extension 2 period of performances.

Mod78: Add incremental funding to Extension 2 period of performance.

Mod77:

- Option Year 4 no cost realignment
- Extension 2 period of performance – no cost realignment between labor and ODC, PWS paragraph 8.8.6

Mod76:

- Realign funding from One Month Extension Period of Performance to Option Year 4.

Mod75: Add incremental funding to Extension 2 period of performance

Mod74: Add incremental funding to Extension 2 period of performance

Mod73:

- Align PWS 8.8.6 Budgetary Estimates with contractor's quote in previous modification.
- Add incremental funding to Extension 2 period of performance

Mod72:

- Extend task order through 01/31/2016, PWS 1.4
- PWS 8.8.6 – Budgetary Estimates for five month extension

Mod71:

- Add incremental funding to fully fund Extension period of performance.
- De-obligate residual funding in the amount of \$251,207.73 from Option Year Four.

Mod70:

- Option Year 4 - No Cost Realignment of ceiling and funding - \$60K from Labor and \$40K from Training to Material. Increase Material by a \$100K (PWS 8.8.6)
- Add incremental funding to Extension period of performance

Mod69:

- Add incremental funding to Extension period of performance.
- (Administrative) PWS 8.8.6, Incorporate awarded estimated budgets from Contractor Mod68 quote

Mod68: Extend task order through 08/31/2015, PWS paragraph 1.4

Mod67: De-obligate funding in the amount of \$160,440.41 from Option Year 3

Mod66: Add incremental funding to Option Year 4

Mod65: Add incremental funding to Option Year 4

Mod64:

- Add incremental funding to Option Year 4
- Incorporate updated DD254

Mod63: Add incremental funding to Option Year 4

Mod62: Add incremental funding to Option Year 4

Mod61:

- Add incremental funding to Option Year 4
- Realign funding from Option Year 4 to Option Year 3

Mod60:

- Add incremental funding to Option Year 4
- De-obligate excess funding from Option Year 3 and rollover to Option Year 4.
- Align ODC in PWS paragraph 8.8.6 with the last Contractor's quote dated 9/15/2014.

Mod59:

- Add Sentris support as outlined in paragraph 2.3.
- Realignment to cover cost associated with adding the software support.

Mod58: Add incremental funding to Option Year Four

Mod57: Add incremental funding to Option Year Four

Mod56:

- Realignment of Labor and ODC. This realignment will increase ODC budget from \$40,000.00 to \$290,000.00, paragraph 8.8.6, resulting in no additional cost to option year three.
- Add Consultant budget amount of \$1,170,367.60 for Option Year Four, paragraph 8.8.6
- Add incremental funding to Option Year 4

Mod55: Add incremental funding to Option Year Four.

Mod54: Add incremental funding to Option Year Four.

Mod53:

- Remove contractor support from Whiteman AFB MO and add contractor support at Patuxent River, MD in Paragraph 8.2.
- The wording in section 2.9 has been modified to cover this work. The number of personnel in the current work force projection will cover this additional work.
- Personnel numbers for section 2.9 at Eglin AFB are decreased by one and one position at Patuxent River has been added.

Mod52: Exercise Option Year Four

Mod51: Add incremental funding to Option Year Three

Mod50:

- De-obligate residual funds from the base year and Option Year One
- Obligate \$19,603.86 and de-obligate \$58,811.59 in Option Year Three

Mod49: Add funding to fully fund option year three.

Mod48 –

- Realignment of ODC and labor, PWS paragraph 8.8.6, budgetary estimates.
- Make corrections to calculation error made on quote for ODC's in previous modifications, this error resulted in no overage in total awarded ceiling.
- Add incremental funding to Option Year Three.

Mod47 –

- Add incremental funding to Option Year Three
- Update paragraph 8.8.6 ODC consultant to align with previous quote.

Mod46 – Realignment from Labor to ODC Consultant in Option Year 3

Mod45 – Realign funds from OY2 to OY3

Mod44 – Add incremental funding to OY3

Mod43 –

- Add incremental funding to OY3
- Realign residual funding from OY2 to OY3

Mod42 - Add incremental funding to OY3

Mod41 - Add incremental funding to OY3

Mod40:

- Add incremental funding to OY3
- Add Sustainable Acquisition FAR Clause Citations, paragraph 8.8.3

Mod39: Exercise Option Year Three

Mod38: Realignment

Mod37: Funding deobligation

Mod36:

- PWS, paragraph 2.0.12 – delete optional
- PWS, paragraph 2.12 0 – delete optional, and clarify requirement
- Realignment

Mod 35:

- Add Manpower Reporting, paragraph 11.0
- Add Incremental funding to Option Year 2

Mod 34:

- Updates paragraph 8.8.6, Budgetary Estimates, for Base Year through Option Year Two
- Adds incremental funding to Option Year Two

Mod33:

- Option Year Two Realignment to Consultant Cost, Paragraph 8.8.6, No increase in ceiling cost.

Mod32: Reduce Funding in Option Year Two by \$120,772.95

Mod31: Evaluate and bring Base Year pricing to actual cost

Mod30: Reduce Funding in Option Year Two by \$5,192.13

Mod29: Incremental Funding for Option Year Two

Mod28:

- Add incremental funding

- Paragraph 8.22 Add - FAR 52.232-99, Providing Accelerated Payment to Small Business Subcontractors, (DEVIATION) (AUG 2012)

Mod27: Decrease funding in the amount of \$772,946.86 and add incremental funding in the amount of \$42,512.08.

Mod26: Add incremental funding

Mod25:

- Realignment for Base Year & Option Year 1
- Add incremental funding to OY2

Mod 24: Exercise Option Year 2.

Mod 23: Realign residual funding from base year to option year one.

Mod 22:

- Add Incremental Funding
- Paragraph 8.15 – Add *DFAR 252.209-7999 Class Deviation*

Mod 21: Add Incremental Funding to Option Year 1.

Mod 20: Add Incremental Funding to Option Year 1.

Mod 19: Correction to ITSS fee calculations for the base year.

Mod 18:

- To Incorporate the Cost Plus Incentive Fee Determination Plan

Mod 17: Add incremental funding

Mod 16: Funding reduction in Option Year One

Mod15: Funding reduction in the base year

Mod 14: Funding reduction

Mod 13: Administrative Modification

Mod 12:

- Incremental Funding

Mod 11:

- Incremental Funding

Mod. 10:

- Paragraph 8.2 – Add new location – Lackland AFB, TX
- Adjust level of effort in accordance with Workforce Projection
- Paragraph 8.8.6 – Add Consultant estimated budget for Option year One

Mod 09:

- Exercise Option Year 1
- Update GSA Contracting Officer information, paragraph 1.1.
- Add Limitation of Funds Clause, paragraph 8.15
- Change paragraph 8.16, Ceiling Price Notification to be in line with Limitation of Funds Clause

Mod 08: Incremental Funding

Mod 07:

- Add contractor support for Paragraph 2.10 at Nellis AFB. This work is covered by current wording in Paragraph 2.10 without any additions.
- The location of the work is already covered in Paragraph 8.2.
- Reference Workforce Projection for position clearance requirements.
- Add incremental funding

Mod 06:

Reference Workforce Projection and highlighted areas of PWS.

- Contractor support for Paragraph 2.9 at Nellis AFB, NV
- Reduce the number of locations supported by the 53CSS at Nellis AFB, Paragraph 8.2
- Add incremental funding

Mod 05:

- Add incremental funding
- Correct PWS from Mod 4, wrong PWS version used.
- Update Past Performance paragraph 8.17
- Add paragraph 10.0 Reporting Executive Compensation and First-Tier Subcontract Award

Mod 04:

- Increase contractor support for Paragraphs 2.6, 2.9, and 2.10.3.1;
- Additional responsibilities for Paragraph 2.14, and
- Additional work locations in Paragraph 8.2.
- Reference attached Workforce Projection and highlighted areas of PWS

Mod 03:

- Increase contractor support for Paragraphs 2.9, reference Workforce Projection and red highlighted areas of PWS.
- Travel budget increase Paragraph 8.8.6

Mod 02:

- Increase contractor support for Paragraphs 2.1, 2.3, 2.6, and 2.7; reference Workforce Projection and red highlighted areas of PWS.

Mod 01:

- Update Points of Contacts (See Section 1.1)
- Incorporate ODC Consultant Support (See Section 8.8.4)

1.0 Introduction: Work is to be accomplished for the United States Air Force (USAF), 53d Wing (WG) Operations, herein referred to as Client, through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division (AASD), Southeast Sunbelt Region.

1.1 Points of Contact:

GSA Senior Project Manager

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1.2 Scope: This task order shall provide support directly to the 53d WG and Department of Defense (DoD) agencies involved with 53d WG operations. The 53d WG requires Information Technology (IT) technical support for weapons and computer systems to support systems development and operations activities. This support includes a wide variety of combat systems engineering network support, test and evaluation support, security

(computer/physical/personnel), software, database and computer systems development, project and configuration management, video teleconferencing (VTC), and operational test and evaluation support. These efforts are required for USAF and DoD agencies including Foreign Military Sales (FMS) defense programs and military operations. These communications and weapons systems are interrelated due to coordinated development programs, weapons systems integration issues, and use of common communications systems, databases and test assets.

1.3 Task Order Type: Severable – Cost Plus Incentive Fee (CPIF)

1.4 Period of Performance:	Base Period:	08/01/2010 - 07/31/2011
	Option Year 1:	08/01/2011 - 07/31/2012
	Option Year 2:	08/01/2012 - 07/31/2013
	Option Year 3:	08/01/2013 - 07/31/2014
	Option Year 4:	08/01/2014 - 07/31/2015
	One Month Extension:	08/01/2015 – 08/31/2015
	Five Month Extension:	09/01/2015 – 01/31/2016

52.217-8, Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days of the end of the task order.

52.217-9, Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

The following clause is incorporated by reference:

52.217-5, Evaluation of Options (Jul 1990)

2.0 Performance Requirements - Networks and Computer Systems

Development and Operation: The contractor shall provide the following systems development and operations support:

- 2.0.1** Implement worldwide, classified network system(s) in support of multiple government organizations by developing and installing local and wide area classified and unclassified networks using commercial off the shelf (COTS) hardware and software. Provide operational support for network systems, including computer network encryption systems, bulletin-board/data distribution systems, electronic warfare messaging systems, and management support software and databases.
- 2.0.2** Provide encryption device and cryptological key management support.
- 2.0.3** Provide software development/coding for in-house directed projects supporting configuration management, electronic warfare mission data tools, test and evaluation applications, etc.
- 2.0.4** Provide technical writing/documentation support.
- 2.0.5** Provide training support.
- 2.0.6** Provide Client Support Administrator (CSA) support.
- 2.0.7** Provide VTC support.
- 2.0.8** Provide computer network program management functions.
- 2.0.9** Provide network systems security support (information assurance, auditing).
- 2.0.10** Provide activity security manager support (physical and personnel).
- 2.0.11** Evaluate new/future technical advances for incorporation into the Mission Support Center (MSC).
- 2.0.12** Penetration Testing (**Optional**)
- 2.0.13** Provide scheduling capabilities for test mission requirements. Provide test support for a variety of aircraft platforms and electronic warfare systems. Provide test data analysis for a variety of aircraft platforms and electronic warfare systems.
- 2.0.14** Provide administrative support to organizations supporting 53 WG activities.
- 2.0.15** Provide equipment custodian and software license management functions, if required.

2.1 Network Support: The contractor shall define requirements for the design, installation and operation of classified local and wide area networks hardware and software systems up to Top Secret/Sensitive Compartmented Information (TS/SCI). The contractor shall have hands-on capability to install the required hardware and software for classified networks, support government certification of the network, and operate and maintain the network hardware, software, and wiring/drops where permissible. The government will be responsible for sparing and tech refresh requirements. The contractor shall install and operate Network

Encryption Devices (for example, Sectera, TACLANE, KG-250, plus legacy KIV devices), hardware and software and have personnel qualified for Communications Security (COMSEC) account management to support these networks. The contractor shall provide system administration for systems such as Clearcube. The contractor shall provide system administration/operations on systems/technologies such as Fortinet and Logrhythm. The contractor will define requirements for and provide manning to operate high-level secure computer networks as directed by Air Combat Command/higher level command organizations. The contractor will define requirements for the design, installation, and operation of a computer network MSC both at Eglin AFB FL and Nellis AFB NV. The MSC support requirements will include system administrators, encryption specialists, network security specialists, and help desk personnel. The contractor shall also provide local area network (LAN) system administration at Tyndall AFB, FL.

2.2 COMSEC Support: The contractor shall define requirements for fielding and supporting encryption and cryptological equipment/keys for a number of classified networks. The contractor shall be capable of operating an Electronic Key Management System (EKMS) and shall ensure all requirements in the applicable Air Force Instruction (AFI) are followed. The contractor shall provide personnel qualified to be COMSEC Responsible Officers (CROs) that shall be responsible for managing COMSEC Sub Accounts and shall be capable of receiving, tracking, and destroying cryptological keying material as required.

2.3 Software: The contractor shall provide support in operation and design of SQL programming applications, Oracle databases, and applications in a distributive environment across multiple servers including, but not limited to, Gale-Lite, Signal Intelligence (SIGINT) Tutor, the Multi-Master Replication of Conventional Flagging Database, Specialized Electronic Combat Tool Kit and Reprogramming Environment (Spectre), Electronic Warfare support tools, Microsoft (MS) SharePoint to include unclassified and classified applications, and the Configuration and Security Tracking System (CASTS) and Sentris Data Labeling software. In addition, the contractor will develop in-house products, as required, to support MSC operations. Software tasks to be performed shall include:

- Requirements Definition/Requirements Gathering
- Quick Prototype Development
- High level and detailed application and data design
- Software Coding
- Debugging/Troubleshooting
- Field and Installation
- Maintenance
- Future version releases for in-house developed software

Spectre is a government-owned, SQL-based relational database application that supports the Electronic Warfare Integrated Reprogramming (EWIR) mission. It imports data from a number of databases used in the EW process and enables engineers to review, modify, and export data in various formats as required by EW system mission data generators.

CASTS is a government-owned SQL-base relational database application that enables data input, forms/system security plans generation, and electronic coordination capabilities.

Sentris is a Mantech Corporation owned software product. Sentris provides email/data/file labeling capability for secure data transfer operations. The contractor may set up a prime/sub relationship with Mantech Corporation to perform modifications needed for Sentris.

2.4 Technical Writing/Documentation: The contractor shall develop draft and final documentation in support of network support activities. These documents may include (but is not limited to) test plans, test procedures, checklists, security policies, operating procedures, reports and other documentation as required. These documents shall be written in standards determined by the government (Institute of Electrical and Electronics Engineers (IEEE), the Director of Central Intelligence Directive (DCID), the Joint Air Force, Army and Navy Manual (JAFAN), etc.).

2.5 Training: The contractor shall provide training to user personnel for CASTS and for any field level upgrades that are performed. The training will primarily be desktop training for field users and not maintainers. However, the contractor may be required to attend “train the trainer” courses and then provide training for local administrators.

2.6 Client Support Administrator: The contractor shall provide office level support for desktops, thin clients, and Clearcube blade technology. The contractor shall provide support with software installation, upgrades, patches, antivirus software, and any office applications required. The contractor shall interface with 53d WG Computer Systems Squadron personnel to ensure all computers on the network are properly configured and registered on the base network. This work may be required on unclassified and classified networks.

2.6.1 The contractor shall, at locations deemed appropriate by the government, have the capability to install required hardware/software for unclassified/classified computers as directed by the local government representative; operate, maintain, and control the computer hardware/software within

areas designated by government personnel; oversee personnel, information, industrial and classified programs and concerns; work with unit security manager(s) to ensure individual personnel security clearances are current to prevent program ineligibility; interpret policies and provide guidance to the commander on an organization's classified security programs; develop operating instructions and training aids for squadron security training programs.

2.7 Video Teleconferencing (VTC) Operations: The contractor shall operate, maintain, and trouble shoot video teleconferencing equipment to include VTC bridging equipment and end-user equipment at all classification levels. The contractor shall schedule, configure, test, and operate weekly VTCs. The contractor shall define requirements for customer sites to connect to MSC VTC equipment. The contractor shall provide help-desk support for VTC operations. The contractor shall assist the government in developing security documentation, configuration management, and any other required documentation for VTC operations.

2.8 Project/Configuration Management: The contractor shall provide program management to ensure efficient management of the task order and related support activities. The contractor shall provide project management to ensure efficient management of support activities required to support the electronic warfare and test and evaluation missions. These actions include, but not limited to, documenting requirements and analysis of organization needs relating to weapons systems and computer systems. This position shall also assist the government in performing configuration management functions. These functions shall include, but not be limited to, working with user sites on network connectivity requirements, standard desktop configuration requirements, tracking/shipping equipment, and software requirements supporting the configuration management process.

2.9 Network Systems Security: The contractor shall provide selected staff as Information Assurance Manager(s) (IAM) as determined by the government. The IAM shall perform all responsibilities in accordance with JAFAN 6/3, DCID 6/3, Joint Security Implementation Guide (JSIG), DoD Joint Security Implementation Guide (DJSIG), or other applicable documentation as designated by the government. The contractor shall perform all Information Assurance Officer (IAO) responsibilities in accordance with JAFAN 6/3 and DCID 6/3, JSIG, DJSIG, or other applicable documentation as designated by the government, providing guidance and assistance to units involved in classified activities, as required. Establish and maintain accreditation for all Information Systems (IS) operating within a classified environment. Develop and maintain System Security Plans (SSPs) outlining security operating procedures.

Assist unit Information Assurance Manager (IAM) in developing sanitation and secure data extraction program for media, security incident clean-up plans, system certification testing plan, vulnerability testing, and protection measure procedures. Maintain continuous positive control and accountability of all IS hardware and software entered into and removed from classified facilities. Assist the Program/Activity Security Manager with initial and recurring training for all personnel afforded access to any information systems. Assist with the evaluation of commercial- and government-off-the-shelf hardware and software with recommendations to management on the products. Conduct weekly audits of Local- and Wide- Area Networks operating in classified facilities.

2.10 Program/Activity Security Management: The contractor shall provide day-to-day security management and oversight for classified activities. Responsibilities include, but are not limited to: developing and maintaining comprehensive security Standard Operating Procedures (SOP) outlining the security policies and guidance for conducting classified activities within Program Security areas; performing and documenting annual security self-inspection and reviews; identifying, reporting, and documenting security incidents (violations, infractions, and inadvertent disclosures) in accordance with the provisions outlined in the Joint Air Force, Army and Navy Manual (JAFAN), and the Director of Central Intelligence Directive (DCID); and applicable service regulations/ instructions for collateral requirements; and advising and assisting unit members in accordance with other applicable directives and security classification guidance, and coordinate with other security offices to ensure that organization needs are met. Other Program Security Management duties will include, but not be limited to:

2.10.1 Information Security Program: The contractor shall provide information security/document control management support of all classified activities. These duties will include, but not be limited to, assisting management with interpretation of classified guidance for classification management and safeguarding requirements; advise/interpret established security policies, practices, procedures, and techniques to a variety of organizations or situations that differ in kind and level of security, complexity, and local conditions or circumstances requiring adjustment or modification of established approaches. Disseminate classified policies; develop procedures for the protection of classified information originated or controlled by installation activities. Provide guidance on document marking, safeguarding, and use of printed material; personnel access controls; need-to-know criteria; physical storage and control; and transmitting, transferring, reproducing, downgrading, and destroying information. Manage local courier requirements and

all other classified distribution. Maintain a document control database consisting of all accountable program information (up to and including TS material) stored within program accredited facilities.

2.10.2 Personnel Security Program: The contractor shall provide and oversee personnel security management requirements where access to classified information is afforded to personnel. Advise management on current personnel security policies and procedures for obtaining and maintaining classified accesses. Manage any mandated classified personnel access quotas, revalidating all quotas or billets annually. Perform 1st Tier adjudications, and prepare and submit for approval of classified access requests for all unit personnel nominated for access. Conduct indoctrination briefings, annual refresher training briefings, and debriefing, as required. Develop, coordinate, publish and maintain security operating procedures for visit notifications as well as visitor control. Monitor visitor control. Prepare outgoing visit requests for dispatch and verify/record all incoming visit notifications. Verify personnel access level via Joint Personnel Adjudication System (JPAS). Coordinate with collateral Unit Security Manager and host base security officials to ensure all personnel hold up-to-date clearances appropriate for their required classified accesses. Prepare and maintain prescribed files and records pertinent to personnel security. Prepare requests (if applicable) for issuance and control of restricted area badges. Prepare and coordinate with unit security manager to request SCI billets, as required.

2.10.3 Physical Security Program: The contractor shall provide physical security support by preparing and submitting all required documentation for the accreditation of all classified facilities. Ensure that all classified activities comply with the physical security standards outlined in the DCID 6/9 and the JAFAN 6/9 policies and all other applicable directives and established policies. Ensure that continuous physical security management procedures are met within the classified facilities to include, but not limited to: scheduling Technical Surveillance Countermeasures Survey and TEMPEST/Emission/Emanations Security (EMSEC) test/evaluation; requesting approval to use destruction and reproduction equipment; conducting entry/exit inspections; working with the IAM to ensure that RED/BLACK separation is maintained between IT equipment; conducting alarm test and response; and maintaining physical security records.

2.10.3.1 Facility Management: The contractor shall provide overall facility/secure conference room management support at Eglin AFB and Nellis AFB to ensure the facilities used to provide information technology capabilities under this PWS are in proper working order/condition. This includes overall facility maintenance such as proper operation of doors/windows/cabling/raised floors/garage doors/roofing/emergency generators/uninterruptible power supplies, etc. The contractor shall support drafting of any documentation required (332s, etc) to have maintenance done on the facility to be approved/routed by government personnel.

2.10.4 Industrial Security Program: The contractor shall advise and assist the Contracting Officer, Program Manager, and Quality Assurance Evaluators by providing day-to-day industrial security guidance and clarification as required to contractors supporting unit classified facilities/activities. Review applicable contractor DD 254 to ensure that all appropriate upper-level coordination has been accomplished to allow for classified activities.

2.10.5 Security Awareness, Training and Education (SATE) Program: The contractor shall support development and promulgation of a classified security education and training program designed and tailored to meet the all security requirements of the organization. Conduct initial and recurring security education briefings, and monitor external security training opportunities and provide guidance on the procedures for attendance for personnel afforded classified access, as appropriate.

2.11 Future Systems: The contractor shall maintain a working knowledge of Next Generation Data Distribution Systems, Next Generation Electronic Warfare System (NGES) Application Programming Interfaces (APIs) and database, the integration of databases with Oracle Label Security, virtualization hardware and software capabilities, all Microsoft capabilities, Voice Over Internet Protocol (VOIP), and the overall workings computer requirements necessary to support that process. If necessary, the contractor shall subcontract to technology specific subject matter experts (SMEs) to meet mission requirements.

2.12 (OPTIONAL CLINs) Penetration Testing: ~~If exercised,~~ The contractor shall provide penetration testing up to ~~two (2)~~ **four (4)** times during a

contractual period of performance. Each period of penetration testing will be a ~~separate optional CLIN and should~~ will last approximately two (2) weeks per period. However, support for this testing will be on an “as required” basis. ~~The contractor shall have access to an independent 3rd party organization to perform network penetration testing if and when the individual options are exercised.~~ Support will consist of the contractor performing network/system test planning activities and then providing network/system administration set-up for a 3rd party organization (government) performing actual test. ~~Optional CLINs will be exercised separately.~~ Penetration testing will be done against Microsoft products network/products being supported by this contract and will consist of “red blue team” activities to scan/social engineer/etc. and exploit any weaknesses found in the security structure/architecture of any network/product supported under paragraphs 2.1 - 2.11 of this PWS. ~~The “independent 3rd party” may be another division of the prime contractor but must not have an interest in the network successfully “passing” the penetration testing.~~

2.13 Systems Test and Operations Support: The contractor shall provide test, data, and analysis support for the development, test, and operational support of weapon systems. Support includes the design, development, and execution of test plans and detailed test procedures, test and system data analysis, test reporting, test management, and security assistance for classified programs.

2.13.1 Scheduling: The contractor shall provide detailed test scheduling using the Consolidated Scheduling Enterprise (CSE) software system (or whatever scheduling system is in use at Eglin AFB) and supporting databases to coordinate aircraft, range capabilities, airspace and other range and airborne test assets.

2.13.2 Testing: The contractor shall provide testing support and maintain detailed knowledge of flight test planning and execution, including associated data collection, reduction and analysis of hardware and software systems. This includes but is not limited to preparing Removable Memory Modules (RMM's) for mission briefs and staying current with the Telemetry Attributes Transfer Standard (TMATS) profile, work with other test organizations to ensure all RMM's are working and have the proper formats loaded, downloading RMM's after missions are flown and distributing data to appropriate organizations, and archiving data for future use. The contractor shall provide support and maintain an operational understanding of airborne recording systems, time-space-position information (TSPI), threat instrumentation, and use of weapons fly-out models data analysis products.

2.14 Administrative Support: The contractor shall provide administrative support capabilities to 53 WG organizations supporting advanced program activities. Administrative support includes (but is not limited to) serving as a Defense Travel System (DTS) administrator, conducting government timekeeping/book keeping, unit programs coordinator, and other government support functions

2.15 General Network Support: The contractor shall provide equipment custodian and software license management duties, when required. This task can be covered by personnel performing other tasks and will not require any additional personnel positions.

3.0 Performance Criteria Matrix:

Performance Indicators	Performance Standards	AQL	Method of Surveillance
2.1 -2.2 Networks and Computer Systems Support	-Network up-time -Problem resolution/repair times -Encryption device operations	98%	-Customer Complaints -Periodic Inspection
2.3 Software	-Software coding usage/correctness	98%	-Customer Complaints -Periodic Inspection
2.4 Technical Documentation	-Correctness -Completeness	98%	-Government Review
2.5 Training	-Correctness -Completeness	98%	-Customer Complaints / Satisfaction -Government Review
2.6 Client Support Administrator (CSA)	-Small computer support capability	98%	-Customer Complaints -Periodic Inspection
2.7 Video Teleconferencing	-VTC up-time	98%	-Customer Complaints -Periodic Inspection
2.8 Program/ Project Management	-Documentation Availability -Suspenses Met	98%	-Government Review
2.9 Network Security	-Minimal security incidents -Incident response	98%	-Government Review
2.10 Security manager support (physical and personnel)	-Security inspection write-ups -Security inspection responses -Facility reviews -Personnel paperwork submitted/tracked/timeliness	98%	-Government Review
2.11 New Technologies	-Responsiveness, when tasked	98%	-Government Review

2.12 Penetration Testing	-Comprehensive identification of vulnerabilities	98%	-Government Review
2.13.1 Scheduling	-Missions scheduled/reschedules on-time Mission support effectiveness	98%	-Customer Complaint -Periodic Inspection
2.13.2 Testing	-Mission Scheduling Timeliness/Accuracy -Test Data collection/reduction	98%	-Customer Complaint -Periodic Inspection
2.14 Administrative Support	-Correctness of Support -Completeness of Support	98%	-Government Review -Periodic Inspection
2.15 General Network Support	-Equipment Account tracking/management accuracy -Software License tracking/management/ maintenance tracking accuracy	98%	-Government Review -Periodic Inspection
8.11 Reports	Due on the 15 th day of each month	95%	100% Inspection

4.0 Task Order Deliverables: All deliverables shall be delivered to the CR no later than the specified dates stated in the Performance matrix in Section 3.0.

5.0 Initial Business and Technical Meeting: Within ten (10) business days following the task award date, contractor will meet with the Client to review goals and objectives of this task order, discuss technical requirements, and review transition plans.

6.0 Records/Data: The government asserts unlimited rights to all data, software, and applications developed under the subject task order.

The following clauses are incorporated by reference:

DFAR 252.227-7013, Rights in Technical Data--Noncommercial Items
DFAR 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

7.0 Inspection and Acceptance: Inspection and acceptance will occur in accordance with FAR 52.246-3, Inspection of Services – Cost Reimbursement. In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor

notified of the CR's findings within five (5) work days of normally scheduled review. If the deliverables are not acceptable, the CR will notify the PM immediately.

- 7.1 Unsatisfactory Work:** Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, shall be at its' own expense and without additional reimbursement by the government. Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than five (5) workdays after notification of non-conformance.
- 7.2 Quality Control:** The contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed below to the CR and PM for acceptance not later then ten (10) calendar days after award. The PM will notify the contractor of acceptance or required modifications to the plan. The contractor shall make appropriate modifications and obtain acceptance of the plan within thirty (30) calendar day from the date of award.

The QCP shall include the following minimum requirements:

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
 - A description of the methods to be used for identifying and preventing defects in the quality of service performed.
 - A description of the records to be kept to document inspections and corrective or preventative actions taken.
 - All records of inspections performed shall be retained and made available to the Government upon request throughout the task order performance period, and for the period after task order completion, until final settlement of any claims under this task order.
- 7.3 Quality Assurance:** The Government will evaluate the contractor's performance of this task order. For those tasks listed in the Performance Matrix, the CR or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the CR or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the

observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the CO as a result of surveillance will be according to the terms of the task order.

8.0 Terms and Conditions:

8.1 Federal Acquisition Regulation (FAR) Clauses: This task order is issued under the Alliant Government Wide Acquisition Contract (GWAC). All FAR clauses in Sections C, D, E, F, G, H, and I of the Conformed Alliant Contract flow down to this task order as applicable. Clauses that required necessary fill-ins will be included in this task order as full text.

8.2 Place of Performance: Eglin AFB FL, Nellis AFB NV, ~~Whiteman AFB MO~~, Tyndall AFB FL, and Lackland AFB TX, and Patuxent River MD.

- Total number of different sites at Eglin AFB:

53 CSS	4 Locations
28 TS	5 Locations
OFP/CTF	6 Locations
36 EWS	4 Locations
- Total number of different sites at Nellis AFB:

53 CSS	2 1 Location
59 TES	1 Locations
- ~~• Total number of locations at Whiteman AFB:
1 Location~~
- Total number of locations at Tyndall AFB:
1 Location
- Total number of locations at Lackland AFB:
1 Location
- Total number of locations at Patuxent River MD
1 Location

- 8.3 Hours of Operation:** The core workday is 7:30AM to 4:30PM, Monday-Friday (excluding Federal holidays). However, the workday may begin as early as 5:00AM and end as late as 7:00PM with the requirement being eight hours of work per day. Normal duty hours are eight hours per day, however, when TDY, work hours may vary.

Due to changing mission requirements, the potential exists that “shift work” may be required. When it is determined that “shift work” will be required, work hours and positions impacted will be provided to the contractor to evaluate impact/cost.

Due to the working environment personnel are located in, during situations where it is declared that no government personnel shall be at the work location (i.e. hurricane or other natural disaster evacuation, Presidential declared down days, etc), the contractors will be allowed to charge their time in whatever manner is applied to government civilians.

Overtime is not anticipated on this task. Overtime is defined as hours billed at a premium over and above the awarded labor rate. Any use of overtime must be prior approved by the Contracting Officer.

Extended hours may be authorized by the government Program Manager. Extended hours are defined as any hours in excess of eighty (80) hours in a two (2) week billing period. Any use of extended hours must be prior approved by the government Program Manager.

In some cases, contractor personnel may be allowed to use the Extra Day Off (EDO) schedule (5-4-9). However, this will be approved on a case-by-case basis with mission needs taking priority. Before a contractor can utilize the EDO schedule, it must be approved at the squadron commander level.

- 8.4 Task Management:** The client shall identify a Client Representative (CR) and an Alternate Client Representative (ACR). Management of this task will be performed by GSA through the CR. The CR will participate in project meetings and receive task order deliverables. The CR will provide technical assistance and clarification required for the performance of this task. Deliverables must be submitted through GSA’s Web-Based Order Processing System (currently ITSS) for client approval.

- 8.4.1 Contracting Officer’s Representative (COR) Designation:** After task order award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.

The following clause is incorporated by reference:

**DFARS 252-201-7000 Contracting Officer's Representative
(Dec 1991)**

- 8.5 Key Personnel:** A single onsite task lead shall be designated for the overall effort. The task lead shall be an experienced and responsible individual accustomed to liaison activity with management-level activities of DoD. The task lead shall be responsible for the actions necessary to ensure efficient task management and shall be delegated the necessary authority to make on-site decisions. These actions include control over personnel utilization and hours expended and authorization of material and travel expenditures. The task lead is considered key personnel and need to be identified in the technical proposal. Task lead duties can be combined with other technical duties performed in Section 2.0. For example, the task lead may also be a senior technical employee performing both functions (i.e. 25% - 75% respectively). Key personnel may not be added nor removed from the task without notification of the GSA project manager or the contracting officer. The contractor must attach a copy of the request and approval to the project in ITSS. The contractor shall identify proposed personnel in their quote. Any substitution of key personnel must be of equally qualified individuals as those identified in the contractor's proposal.
- 8.6 Expertise:** The Contractor shall provide personnel with expertise in the following areas (but not limited to):
- 8.6.1 Software:** Visual Basic, SQL Server, ORACLE, Javascript, Windows 2000 Server, Windows 2003 Server, Windows 2008 Server, Vista, Windows 7, UNIX variants, Windows XP, Worldgroup
- 8.6.1.1** The contractor shall specifically support the Specialized Electronic Combat Tool Kit and Reprogramming Environment (Spectre) software. If necessary, the contractor shall obtain any subcontractor/consultant agreements that may be required.
- 8.6.2 Hardware:** Computer servers, routers, switches, encryption devices (Secterra In-line Network Encrypter (INE), TACLANes, KG-250, KIVs, Talon, Omni, Secterra Wire-line), fiber wiring, Cat 5 wiring, Sun servers, Logrhythm devices, Fortinet equipment.

8.6.3 Consolidated Scheduling Enterprise (CSE)

8.6.4 Security Training: All personnel in positions of “elevated privileges” per DoD Regulation 8570 shall have, or shall obtain NLT 31 Dec 2010, necessary certification to comply with 8570 mandates. Any new personnel hired that require “elevated privileges”, shall have or shall obtain required training NLT 6 months after hire. Position requirements are addressed in the attached “*Workforce Projection*.”

8.7 Government Furnished Items and Information: The Government will provide the contractor a dedicated work area for on-site support. The Government will make available, desks, work space, utilities, electric power hook-up, computers, access to copiers, access to a facsimile machine, and telephone services, to include local calls through standard government assets. The contractor shall be provided the authority to access all information required to perform duties. All Government Furnished Equipment (GFE) shall be utilized in strict performance of contract related duties and the contractor shall maintain policies that prohibit fraud and abuse. The Government shall provide access to all necessary documentation and facilities required for this effort.

8.8 Reimbursable Costs: The inclusion of reimbursable costs is a direct allocation of costs associated with support of this task order. Travel, Training, Consultant Support, and Material/Other (all referred to as Other Direct Costs (ODCs) incurred shall be funded and approved in writing by the government prior to commencement. The government may modify requirements to increase or decrease task related reimbursable costs based on need and associated cost. All costs should be billed based on actual expenditures. General & Administrative (G&A) charges shall be separately identified as a separate line item. The contractor shall report to the government when 75% of awarded reimbursable costs have been expended for each cost element (Travel, Training, Consultant Support and Materials/Other).

8.8.1 Travel: Travel may be required to fulfill the requirements of this task. The contractor shall ensure that the requested travel costs shall not exceed what has been authorized in the task order. Actual expenses limited by the Government Joint Travel Regulations and must be pre-approved by the client. Contractor incurred expenses resulting from Government directed travel shall be cost reimbursable. Locations and duration of travel cannot be established at this time.

8.8.2 Training: The client agency may request the contractor to attend conferences, symposiums and training sessions to provide interface and attain knowledge necessary for the performance of client requirements. The contractor may be required to provide training for contract support personnel in the following areas: Encryption Devices (TACLANE, KG-250), Software (Win2003 Server, WinXP Server, Open VMS, SQL, Visual Basic, C++, Oracle), Hardware (PCs, Vax hardware, Sun servers, Linux Servers, Cisco products, VTC equipment, Security training, Mission Scheduling training, Documentum, Tumble Weed, Fortinet Technology, Logrhythm, MS Vista, Security Plus, Network+ and other network/information assurance certification requirements. When deemed necessary by the government program manager, the government may fund required training classes. However, for these particular training classes, the Contractor shall be responsible for the retraining cost of replacement support staff not possessing the required expertise under this task order for any individual contractor personnel trained at the government expense within one year of completion of the original training provided. The retraining shall be at no additional expense to the government.

8.8.3 Material/Other: The contractor may be required to obtain materials for the performance of this task. Those materials must be incidental to and associated with the overall functions being performed through this task order. Prior to purchasing any materials, the contractor shall identify specific requirements to the Contracting Officer, who will determine whether they are necessary and integral to the performance of the task and document an affirmative decision via an action memo in the GSA IT Solutions Shop (ITSS) web-based order processing system designated electronic contract management system.

The contractor may be required to provide material cost items for support for items like local file checks and passports. Contractor teaming, partnering, and subcontracting shall be acceptable to provide a total solution for materials in support of this requirement. The contractor should always determine price reasonableness prior to selecting a teaming partner for materials. The contractor shall maintain files in such a manner that the Contracting Officer could review them upon request to ensure price reasonableness and compliance with DCAA/Federal procurement regulations. It is estimated the contractor shall be required to provide the following materials in support of this task order: Servers, cables, PC Computers, and miscellaneous common commercially available electronic/IT items may be

required at install sites to efficiently and cost effectively provide support for this task order.

Sustainable Acquisition FAR Clause Citations shall apply:

FAR Subpart 52.223.1 – Biobased Product Certification - Products

FAR Subpart 52.223-2 – Affirmative Procurement of Biobased Products Under Service and Construction Contracts

FAR Subpart 52.223-4 – Recovered Material Certification

FAR Subpart 52.223-9 – Estimate of Percentage of Recovered Material Content for EPA Designated Items

FAR Subpart 52.223-15 – Energy Efficiency

FAR Subpart 52.223-16 – IEEE 1680 Standard for the Environmental Assessment for the Environmental Assessment of Personal Computer Products

If it is deemed necessary by the government, the contractor may be required to provide temporary workspace off Eglin AFB. This may occur in the event the contractor's current workspace must be renovated. The workspace shall be able to accommodate any project currently being performed by the contractor (as directed by the government) to include server space, desk space, power, fire suppression, security, and air conditioning.

8.8.4 Consultant Support: If deemed necessary by the government, the contractor shall provide expert consultant support. Once approved and requested by the government, the contractor shall provide the government a detailed cost estimate for the services. Sufficient data must be provided to determine price reasonableness (i.e. labor categories/hours, historical data, etc.). Consultant Support will only be provided as needed for a specified period of time and in support of only requirements determined within scope of Section 2.0 of this PWS (i.e. such as Expert Microsoft Support). All costs should be billed based on actual expenditures.

8.8.5 G&A: If applicable, the contractor shall identify the G&A and cost associated with individual ODCs. The contractor shall maintain calculations of available contract dollars budgeted and reflect G&A and reimbursable ODC line items separately in the monthly financial reports. The application of G&A on ODCs must be in

accordance with a contractor's cost accounting standards and disclosure statements.

8.8.6 Budgetary Estimates: All cost budgets noted below are inclusive of G&A:

Mod70 Change: Reduce Training from \$100K to \$60K and add \$100K to material.

	Travel	Training	Consultant Support	Materials/Other
Base Period:	\$241,831.97	\$61,741.01	\$1,305,765.56	\$93,948.09
Option Year 1:	\$227,655.00	\$50,000.00	\$1,604,457.00	\$160,112.00
Option Year 2:	\$168,857.23	\$44,165.78	\$ 1,180,120.16	\$102,778.77
Option Year 3:	\$205,000.00	\$30,000.00	\$ 1,220,790.00	\$313,139.97
Option Year 4:	\$225,000.00	\$60,000.00	\$ 2,831,125.38	\$140,000.00
Option Year 4:	\$225,000.00	\$100,000.00	\$ 2,831,125.38	\$ 40,000.00
Extension:	\$25,000.00	\$34,999.97	\$235,200.00	\$3,500.00
Extension 2:	\$102,213.00	\$10,000.00	\$1,012,953.59	\$31,214.59
Extension 2:	\$102,213.00	\$10,000.00	\$572,953.59	\$31,214.59
Extension 2:	\$125,000.00	\$174,999.85	\$1,176,000.00	\$17,500.00

	Travel	Training	Consultant Support	Materials/Other
Base Period:	\$241,831.97	\$61,741.01	\$1,305,765.56	\$93,948.09
Option Year 1:	\$227,655.00	\$50,000.00	\$1,604,457.00	\$160,112.00
Option Year 2:	\$168,857.23	\$44,165.78	\$ 1,180,120.16	\$102,778.77
Option Year 3:	\$225,000.00	\$100,000.00	\$ 1,130,790.00	\$290,000.00
Option Year 4:	\$225,000.00	\$100,000.00	\$ 1,170,367.60	\$ 40,000.00

	Travel	Training	Consultant Support	Materials/Other
Base Period:	\$241,831.97	\$ 61,741.01	\$1,297,169.89	\$93,948.09
Option Year 1:	\$227,655.00	\$ 50,000.00	\$ 1,604,457.00	\$160,112.00
Option Year 2:	\$220,000.00	\$ 50,000.00	\$ 1,339,219.05	\$110,000.00
Option Year 3:	\$225,000.00	\$100,000.00	\$ 1,075,790.00	\$ 40,000.00
Option Year 4:	\$225,000.00	\$100,000.00	\$ 0	\$ 40,000.00

8.9 Incentive Fee: This is a CPIF task order. At task order award, a specific a target cost, a target fee, minimum and maximum fees, and a fee adjustment formula will be incorporated in accordance with the contractor's proposal. After contract performance and at the conclusion on any period of performance, the fee payable to the Contractor is determined in accordance with the formula. The formula provides, within limits, for increases in fee above target fee when total allowable costs are less than target costs, and decreases in fee below target fee when total allowable costs exceed target costs. This increase or decrease is intended to provide an incentive for the Contractor to manage the contract effectively. When total allowable

cost is greater than or less than the range of costs within which the fee-adjustment formula operates, the Contractor is paid total allowable costs, plus the minimum or maximum fee. The minimum fee may be invoiced equitably on monthly cost vouchers.

8.10 Privacy Act: Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. The contractor shall comply with DoD Regulation 5400.7/Air Force Supplement, *DoD Freedom of Information Act Program*, and AFI 33-332, *Privacy Act Program*. These directives set policy and procedures for the disclosure of records to the public and for making, handling, transmitting, and safeguarding For Official Use Only (FOUO) material. In addition, they set guidelines for collecting, safeguarding, maintaining, using, accessing, amending, and disseminating personal data kept in systems of records.

8.11 Security: Access to sensitive compartmented information (SCI) facilities and material shall be required. The contractor shall provide personnel that have TS/SCI clearance eligibility. The contractor shall meet all requirements for having a Secret facility IAW DoD 5220.22-R Paragraph 2-301. No Top Secret information shall be discussed/stored/processed at the contractor's facility. For most positions, a current Top Secret (TS)/Sensitive Compartmented Information (SCI) clearance will be required (as outlined in the attached "*Workforce Projection*").

8.12 Monthly Reports: Each report shall be due on the fifteenth (15th) business day following the close of the calendar month. Each report shall be submitted in the GSA's electronic Web-Based Order Processing System (currently ITSS).

8.12.1 Monthly Status Report (MSR): The contractor shall provide a MSR for each task that shows the progress in hours and funds expended on each task, remaining funds for each task, and describes the major activities accomplished during the month. The report shall list the individual names of personnel who worked on each task and the hours billed by each individual for that reporting period. The MSR should also include any current or anticipated problems and briefly summarize the activity planned for the next reporting period. A copy of the monthly report shall be provided to the Government Program Manager and submitted into ITSS no later than the 15th workday of every month.

8.12.2 Financial Summary Report (FSR): A financial summary for completion of each deliverable or monthly support effort shall be

electronically delivered to the Client Representative via GSA electronic contract management system by the 10th business day of each month for client acceptance. A copy of the invoice shall be attached to the FSR posted in GSA Information Technology Solution Shop (ITSS) <http://it-solutions.gsa.gov>. The FSR shall be in Microsoft Excel format and an e-mail shall be sent to the GSA Project Manager to notify them the invoice has been submitted in ITSS for acceptance. Upon client acceptance of the FSR in GSA IT Solutions, the contractor shall then invoice GSA for payment.

The FSR shall include labor charges for actual hours worked and Support Items, which are authorized in the task (e.g., travel, training, etc.). Charges shall not exceed the authorized cost limits established for labor and Support Items. The government will not pay any unauthorized charges. Original receipts, travel vouchers, etc. completed in accordance with Government Travel Regulations shall be maintained by the contractor to support charges other than labor hours and made available to Government auditors upon request.

The FSR shall include the following broken out by task identified in Section 3.0:

- Labor hours for each skill level (SL) category (specify the contractor employee name and SL);
- Total labor charges for each skill category;
- Support Items. (Support Items must be individually itemized and specified by each individual category). (i.e. travel and per diem, training, security check fees, commodities, etc);
- Total Support Item charges (G&A included - if allowed); and,
- Total monthly charges.

Note: Travel charges must include the traveler's name, dates of travel, destination, purpose of travel and cost for each trip.

8.12.3 Other Reports: The contractor shall write quick-look, interim, and final test reports, investigation and study reports, travel reports, and conference minutes as required.

8.13 Personal Service: The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the

Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract".

8.14 Problem Resolution: The contractor shall bring problems, or potential issues, affecting performance to the attention of the CR and GSA PM as soon as possible. Verbal reports will be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. The Contractor will work cooperatively with the Government to resolve issues as they arise.

8.15 Task Order Funding: It is anticipated that the task will be incrementally funded.

The following clause is incorporated by reference:

FAR 52.232-22, Limitation of Funds (April 1984)

DFAR 252.209-7999 Class Deviation - Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law

8.16 Ceiling Price Notification: If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding thirty (60) days, if added to all other payments and costs previously accrued, will exceed 75 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.

8.17 Past Performance Reporting: The Government will provide and record Past Performance Information for acquisition over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS). Contractor's are required to register in the CPARS, so contractor's may review and comment on past performance reports submitted through the CPARS. The CPARS and PPIRS websites are as follows:

CPARS <http://www.cpars.csd.disa.mil>
PPIPRS <http://www.ppirs.gov>

~~In accordance with FAR 42.15, Contractor Performance Information, interim and final past performance information will be submitted by the GSA Contracting Officer, GSA Customer Account Manager, or COR through the National Institute of Health (NIH) Contractor Performance System (CPS) for archive in the Past Performance information Retrieval System (PPIRS). The CPS process allows the contractor to view and comment on the Government's evaluation of the contractor's performance. To that end, contractor's shall register in NIH CPS at <https://cpscontractor.nih.gov> and the registration shall be completed within 45 days after award. Once the contractor past performance evaluation is finalized in CPS, it will be transmitted into the Past Performance Information Retrieval System (PPIRS). Per GSAM 542.1503(c), the Contracting Office Director will make the final decision regarding disagreements related to performance evaluations between the contracting officer and the contractor.~~

- 8.18 Section 508 Compliance:** The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Industry Partner should review the following Web sites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>
<http://www.access-board.gov/508.htm>
<http://www.w3.org/WAI/Resources>

- 8.19 Invoicing and Vouchering for Payment:** Invoices/Vouchers shall be submitted simultaneously to GSA's electronic Web-Based Order Processing System (currently ITSS) and to GSA's Accounts Payable Branch not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance of services within thirty (30) days, the contractor shall submit an invoice. Invoices shall be submitted monthly through GSA's electronic Web-Based Order Processing System

(currently ITSS) to allow the client to electronically accept and certify services received by the CR. Electronic acceptance by the CR is considered concurrence and acceptance of services. The Contractor shall also submit a proper invoice to GSA's Accounts Payable Branch.

Original invoices shall be marked (stamped) "Original Copy" and submitted to GSA. For revised invoices, the Contractors should provide: 1) a distinguishing invoice number, 2) a brief explanation and 3) a cross reference to any previous invoice submission(s) for purposes of tracking and avoiding duplicate payments. The contractors can distinguish revised invoices by inserting an "R" at the end of the original invoice number, i.e. Inv123456 (original), Inv123456R (revised).

Contractor may submit an electronic invoice on GSA's Ft. Worth web site, www.finance.gsa.gov, or mail a hardcopy to the following address. Electronic posting is preferred and will result in a quicker payment.

NOTE: Only use one method of submission, web site or regular U.S. mail, but not both.

Hardcopy invoice shall be submitted to:

General Services Administration
Financial Operations and Disbursement Branch (BCEB)
P.O. Box 219434
Kansas City, MO 64121-9434

The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

- GSA Task Order Number
- Task Order ACT Number
- Remittance Address
- Period of Performance for Billing Period
- Point of Contact and Phone Number
- Invoice Amount
- Skill Level Name and Associated Skill Level Number
- Actual Hours Worked During the Billing Period
- Travel Itemized by Individual and Trip (if applicable); backup information must be provided in either the TSR (or separately) to substantiate the traveler's name, dates of travel, destination, purpose of travel and cost (airfare, lodging, per diem and other

expenses) for each trip. This information must be provided in enough detail to allow GSA to verify compliance with the FTR.

- Training Itemized by Individual and Purpose (if applicable)
- Material Itemized by Specific Item and Amount (if applicable)
- Itemized Indirect Charges by Cost Element in accordance with an approved cost accounting system.
- Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed.

The contractor's information in the Central Contractor Registration (CCR), <http://www.ccr.gov>, must always match the contractor's information in GSA's electronic Web-Based Order Processing System (currently ITSS). Incorrect or non-matching information is the contractor's responsibility and will result in rejected invoices or other similar delays in payment.

8.20 Transition Out: The contractor shall develop a "Transition-Out Plan" to facilitate the accomplishment of a seamless transition from the incumbent to incoming contractor/government personnel at the expiration of this task order. The contractor shall provide a Transition-Out Plan NLT ninety (90) calendar days prior to expiration of the task order. The contractor shall identify how it will coordinate with the incoming and or government personnel to transfer knowledge regarding the following: project management processes, points of contact, location of technical and project management documentation, status of ongoing technical initiatives, appropriate contractor to contractor coordination to ensure a seamless transition, transition of key personnel, identify schedules and milestones, identify actions required of the government, establish and maintain effective communication with the incoming contractor/government personnel for the period of the transition via weekly status meetings.

8.21 Task Order Closeout: The contractor shall submit a final invoice within forty-five (45) calendar days after the end of the Performance Period. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

8.22 Other FAR (with fill-ins) & DFAR Clauses in FULL –TEXT:

FAR 52.216-7, Allowable Cost and Payment (Dec 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) [Subpart 31.2](#) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at [52.232-25](#).

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor’s payment request to the Government;

(B) Materials issued from the Contractor’s inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor’s practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor’s indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with [Subpart 42.7](#) of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR [42.708\(a\)](#) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

FAR 52.216-10, INCENTIVE FEE (MAR 1997)

(a) **General.** The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) **Target cost and target fee.** The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) **Withholding of payment.** Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) **Equitable adjustments.** When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by .50 cents for every dollar that the total allowable cost is less than the target cost or decreased by .50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than TBD percent or less than TBD percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) **Contract modification.** The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) **Inconsistencies.** In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

FAR 52.222-2, Payment for Overtime Premiums (July 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **ZERO** or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; **e.g.**, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

DFAR 252.215-7002, COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)

(a) Definitions.

“Acceptable estimating system” means an estimating system that—

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor’s related management systems; and
- (4) Is subject to applicable financial control systems.

“Estimating system” means the Contractor’s policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor’s—

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

(b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

(c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either—

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract—

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) System requirements.

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is acceptable when the Contractor has provided the ACO with documentation that—

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall—

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) *Estimating system deficiencies.*

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall—

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

DFAR 252.215-7003, EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (MAY 2008)

(a) *Definitions.* “Added value,” “excessive pass-through charge,” “subcontract,” and “subcontractor,” as used in this provision, are defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS [252.215-7004](#)).

(b) *General.* The offeror's proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

DFAR 252.215-7004, EXCESSIVE PASS-THROUGH CHARGES (MAY 2008)

(a) *Definitions.* As used in this clause—

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in section 2.101 of the Federal Acquisition Regulation, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor.

(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Required reporting of performance of work by the Contractor or a subcontractor.* The Contractor

shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist—

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart [231.2](#) of the Defense FAR Supplement.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for—

(1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;

(2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;

(3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or

(4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

**FAR 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)
(AUG 2012)**

(a) *Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent*

- practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.*
- (b) *Include the substance of this clause, including this paragraph (b), in all subcontracts with business concerns.*
- (c) *The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.*

(End of clause)

9.0 Reference Information: Workforce Projection

10.0 Reporting Executive Compensation and First-Tier Subcontract Award:

Unless otherwise directed by the contracting officer, reporting must occur by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data). Reporting on first-tier subcontracts is done at the Federal funding accountability and Transparency Act Subaward Reporting system (FSRS) at <http://www.fsrs.gov>.

Reporting on executive compensation is done at the Central Contractor Registration at <http://www.ccr.gov>. Reporting on executive compensation occurs by the end of the month following the month of a contract award, and annually thereafter. The contractor shall report the names and total compensation of each of the five most highly compensated executives for the contractor's preceding fiscal year.

The contractor shall refer to the following clause incorporated by reference for exceptions and further guidance.

FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2010)

11.0 CONTRACTOR MANPOWER REPORTING

Section 2330a of title 10, United States Code (10 USC 2330a), requires the Secretary of Defense to submit to Congress an annual inventory of contracts for services performed during the prior fiscal year for or on behalf of the Department of Defense (DoD). The inventory must include the number of contractor employees using direct labor hours and associated cost data collected from contractors.

The prime contractor shall report all contractor labor hours and cost data (including subcontractor labor hours and cost data) required for performance of services provided under this contract. The prime contractor is required to completely fill in all required data fields in accordance with the contractor's user guide instructions found at <http://www.ecmra.mil>.

Reporting inputs will be for the labor executed during the period of performance for each Government fiscal year (FY), which runs 1 October through 30 September for the life of the contract. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October* of each calendar year. Contractors may direct questions to the CMRA help desk.

*Reporting Period: Contractors are required to input data by 31 October of each year. However, due to the delayed implementation, input of FY12 data is required by 31 Mar 13.

Uses and Safeguarding of Information: Information from the secure web site is considered to be proprietary in nature when the contract number and contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the contractor name and contract number associated with the data.

User Manuals: Data for Air Force service requirements must be input at the Air Force CMRA link. However, user manuals for government personnel and contractors are available at the Army CMRA link at <http://www.ecmra.mil>.